

**City of Kirkland**  
**Request for Proposals for**  
**RECORDS MANAGEMENT SYSTEM**  
**TECHNICAL SERVICES**  
**Job #20-11-IT**

**Submittals are due on Friday, June 24, 2011, at 4:00 p.m.**

**Introduction**

The City of Kirkland is soliciting proposals from an experienced consultant or firm to provide technical consulting services to execute the project related to the City's electronic records management system, HP TRIM, listed below.

- System Upgrade from TRIM 6.24 to TRIM 7.1
- Working with our permitting system vendor to develop an integration with TRIM and the permitting system

We will consider proposals from single vendors or from multiple vendors working as a team. The ideal vendor(s) will have experience with HP's TRIM and interfaces between TRIM and other software.

The project should be successfully concluded in Fall of 2011. This timeline may be renegotiated to reflect significant changes in the scope of the project.

The estimated cost for completion of this project is \$15,000 to \$20,000.

**Background**

The City of Kirkland implemented TRIM 6.0 in 2006; it has since been upgraded to 6.24. TRIM has been deployed to over 500 users.

The City's standard network operating system is Windows Server 2008 and the standard desktop operating system is Windows XP. Beginning in the summer of 2011 the City will be transitioning to standard desktop of Windows 7. At the same time the City will be switching from Office 2007 to Office 2010.

In addition to TRIM the City also uses TRIM WebDrawer and the TRIM Context Sharepoint Integration (TCSI). These modules will have to be upgraded and transitioned to the new TRIM 7 environment. Currently we have a few intranet sites that leverage the TCSI webparts that would need to be redone after the upgrade to TRIM 7.1. We use Microsoft Office Sharepoint Server (MOSS) 2007 but will be transitioning to MOSS 2010 in 2011/2012.

In 2010 the City purchased a permitting solution from EnerGov. The City wishes to store all records related to the permits in TRIM, its electronic records management solution, but be available to staff through the EnerGov interface. This interaction should utilize basic TRIM functionality including the ability to check in and check out records, edit records, track record revisions, and have all activities register in the TRIM audit log.

EnerGov .Net Enterprise is an enterprise application built on the Microsoft Silverlight platform. The application is made available through Microsoft IIS and a Microsoft SQL backend and can be accessed through Microsoft Internet Explorer, Mozilla Firefox and Apple Safari. Built on the concept of Service Oriented Architecture, common EnerGov integrations are achieved by leveraging web services.

EnerGov will be responsible for developing the EnerGov.Net side of the interface.

### **Submittal Requirements**

To be responsive to this solicitation, submittals must conform to the procedures, format, and content requirements outlined in this statement. Submittals not meeting these requirements may be considered non-responsive and disqualified.

1. Statement of qualifications including relevant project experience in the last five years (5 pages maximum)
2. Resume(s) of individuals expected to be assigned to work with the City, including 3-5 references (4 pages maximum)
3. Estimate of project duration and cost
4. Fee: hourly rate for the position(s) (1 page)

Proposals will be accepted electronically or as printed copies.

- Proposals submitted by regular mail, these shall be on 8-1/2 x 11 sheets, limited to the number of pages noted above (a page is considered one piece of paper printed on one side). Double-sided printing is preferable. Two hard copies of proposal documents should be provided.
- Proposals submitted by email must be time stamped as received by Kirkland's system no later than 4:00 p.m. and the submittals must be in MS Word or PDF formats.

Sealed or emailed proposals must be received by the Purchasing Agent no later than **4:00 p.m., PDT, on June 24, 2011.**

Late submittals will not be accepted nor will additional time be granted to any vendor unless it is also granted to all vendors. All proposals and accompanying documentation will become the property of the City and will not be returned.

Address for sealed proposals:

City of Kirkland  
Attn: Barry Scott, Purchasing Agent  
RFP – Records Management System Technical Services, Job #20-11-IT  
123 5<sup>th</sup> Ave  
Kirkland, WA 98033

Email proposals to:

[bscott@kirklandwa.gov](mailto:bscott@kirklandwa.gov)

The content of all proposals will be considered confidential to the extent allowed by law until an award is made.

### **Selection Process**

City staff will conduct an independent evaluation of three short-listed submittals and select one that best meets the needs of city electronic records management program requirements by Friday, July 8, 2011.

### **Contracting**

The city's standard professional services agreement (attachment) will be used in negotiations with the selected vendor with a not-to-exceed amount. Individual projects will be assigned on a work order basis with budgets and delivery schedules for each. The city will require monthly status reports and technical work sessions to track progress and to ensure successful project outcomes. If the city and the selected vendor are unable to agree on the terms and conditions of the services agreement, the city will terminate negotiations and the next most suitable vendor will be contacted for contract negotiations.

The city may waive any informalities or irregularities in the submittal and reserves the right to accept, reject or negotiate any or all submittals, including the right to award the contract in whole or in part if it is deemed in the city's best interests. The city shall not be liable for any cost incurred by consultants in responding to this solicitation.

### **Notification**

Individuals or firms interested in submitting proposals are encouraged to provide contact information to Barry Scott, Purchasing Agent at [bscott.kirklandwa.gov](mailto:bscott.kirklandwa.gov). Those who provide contact information will automatically be notified of any issued addenda, submitted questions and their answers, or the cancellation of the RFP. Those who do not provide contact information will need to monitor the city's website for this information.

Each respondent will be notified in writing as to acceptance or rejection of his/her proposal. The city plans to release such letters within 10 days of the submittal submission date. The city may delay this action if it is deemed to be in the best interest of the city.

### **Questions**

Interested parties who request a clarification of the RFP requirements must submit written questions by no later than 5:00 p.m. PDT on Tuesday, June 14, 2011. Written copies of all questions and answers will be provided to all parties who have provided contact information.

Questions must be emailed to Anja Mullin at: [amullin@kirklandwa.gov](mailto:amullin@kirklandwa.gov)



## PROFESSIONAL SERVICES AGREEMENT

Job Name and Number \_\_\_\_\_

The City of Kirkland, Washington, a municipal corporation (hereinafter the "City") and \_\_\_\_\_, whose address is \_\_\_\_\_ (hereinafter the "consultant"), agree and contract as follows:

### I. SERVICES BY CONSULTANT

- A. The Consultant agrees to perform the services described in Attachment \_\_\_\_ to this Agreement, which attachment is incorporated herein by reference.
- B. All services, and all duties incidental or necessary thereto, shall be conducted and performed diligently and completely and in accordance with professional standards of conduct and performance.

### II. COMPENSATION

- A. The total compensation to be paid to Consultant for these services shall not exceed \$\_\_\_\_\_, as detailed in Attachment \_\_\_\_\_.
- B. Payment to Consultant by the City in accordance with the payment ceiling specified above shall be the total compensation for all work performed under this Agreement and supporting documents hereto as well as all subcontractors' fees and expenses, supervision, labor, supplies, materials, equipment or the use thereof, reimbursable expenses, and other necessary incidentals.
- C. The Consultant shall be paid monthly on the basis of invoices submitted. Invoicing will be on the basis of percentage complete or on the basis of time, whichever is applicable in accordance with the terms of this Agreement.
- D. The City shall have the right to withhold payment to Consultant for any work not completed in a satisfactory manner until such time as consultant modifies such work to the satisfaction of the City.
- E. Unless otherwise specified in this Agreement, any payment shall be considered timely if a warrant is mailed or is available within 45 days of the date of actual receipt by the City of an invoice conforming in all respects to the terms of this Agreement.

### III. TERMINATION OF AGREEMENT

The City reserves the right to terminate or suspend this Agreement at any time, with or without cause, by giving ten (10) days notice to Consultant in writing. In the event of termination, all finished or unfinished reports, or other material prepared by the Consultant pursuant to this Agreement, shall be provided to the City. In the event the City terminates prior to completion without cause, consultant may complete such analyses and records as may be necessary to place its files in order. Consultant shall be entitled to receive just and equitable compensation for any satisfactory work completed on the project prior to the date of suspension or termination, not to exceed the payment ceiling set forth above.

#### **IV. OWNERSHIP OF WORK PRODUCT**

- A. Ownership of the originals of any reports, data, studies, surveys, charts, maps, drawings, specifications, figures, photographs, memoranda, and any other documents which are developed, compiled or produced as a result of this Agreement, whether or not completed, shall be vested in the City. Any reuse of these materials by the City for projects or purposes other than those which fall within the scope of this contract or the project to which it relates, without written concurrence by the Consultant will be at the sole risk of the City.

The City acknowledges the Consultant's plans and specifications as instruments of professional service. Nevertheless, the plans and specifications prepared under this Agreement shall become the property of the City upon completion of the work. The City agrees to hold harmless and indemnify consultant against all claims made against Consultant for damage or injury, including defense costs, arising out of any reuse of such plans and specifications by any third party without the written authorization of the Consultant.

- B. Methodology, materials, software, logic, and systems developed under this contract are the property of the consultant and the City, and may be used as either the consultant or the City sees fit, including the right to revise or publish the same without limitation.

#### **V. GENERAL ADMINISTRATION AND MANAGEMENT**

The \_\_\_\_\_ for the City of Kirkland shall review and approve the Consultant's invoices to the City under this Agreement, shall have primary responsibility for overseeing and approving services to be performed by the Consultant, and shall coordinate all communications with the Consultant from the City.

#### **VI. COMPLETION DATE**

The estimated completion date for the consultant's performance of the services specified in Section I is \_\_\_\_\_.

Consultant will diligently proceed with the work contracted for, but consultant shall not be held responsible for delays occasioned by factors beyond its control which could not reasonably have been foreseen at the time of the execution of this Agreement. If such a delay arises, Consultant shall forthwith notify the City.

#### **VII. SUCCESSORS AND ASSIGNS**

The Consultant shall not assign, transfer, convey, pledge, or otherwise dispose of this Agreement or any part of this Agreement without prior written consent of the City.

#### **VIII. NONDISCRIMINATION**

Contractor shall, in employment made possible or resulting from this Agreement, ensure that there shall be no unlawful discrimination against any employee or applicant for employment in violation of RCW 49.60.180, as currently written or hereafter amended, or other applicable law prohibiting discrimination, unless based upon a bona fide occupational qualification as provided in RCW 49.60.180 or as otherwise permitted by other applicable law. Further, no person shall be denied or subjected to discrimination in receipt of the benefit of any services or activities made possible by or resulting from this Agreement in violation of RCW 49.60.215 or other applicable law prohibiting discrimination.

## **IX. HOLD HARMLESS/INDEMNIFICATION**

Consultant shall defend, indemnify and hold the City, its officers, officials, employees and volunteers harmless from any and all claims, injuries, damages, losses or suits including attorney fees, arising out of or resulting from its negligence or breach of any of its obligations in performance of this Agreement, except for injuries and damages caused by the sole negligence of the City.

## **X. LIABILITY INSURANCE COVERAGE**

The Consultant shall procure and maintain for the duration of the Agreement, insurance against claims for injuries to persons or damage to property which may arise from or in connection with the performance of the work hereunder by the Consultant, its agents, representatives, or employees. A failure to obtain and maintain such insurance or to file required certificates and endorsements shall be a material breach of this Agreement.

### **A. Minimum Scope of Insurance**

Consultant shall obtain insurance of the types described below:

1. Automobile Liability insurance covering all owned, non-owned, hired and leased vehicles. Coverage shall be written on Insurance Services Office (ISO) form CA 00 01 or a substitute form providing equivalent liability coverage. If necessary, the policy shall be endorsed to provide contractual liability coverage.
2. Commercial General Liability insurance shall be written on ISO occurrence form CG 00 01 and shall cover liability arising from premises, operations, independent contractors and personal injury and advertising injury. The City shall be named as an insured under the Consultant's Commercial General Liability insurance policy with respect to the work performed for the City.
3. Workers' Compensation coverage as required by the Industrial Insurance laws of the State of Washington.
4. Professional Liability insurance appropriate to the Consultant's profession.

### **B. Minimum Amounts of Insurance**

Consultant shall maintain the following insurance limits:

1. Automobile Liability insurance with a minimum combined single limit for bodily injury and property damage of \$1,000,000 per accident.
2. Commercial General Liability insurance shall be written with limits no less than \$1,000,000 each occurrence, \$2,000,000 general aggregate.
3. Professional Liability insurance shall be written with limits no less than \$1,000,000 per claim and \$1,000,000 policy aggregate limit

**C. Other Insurance Provisions**

The insurance policies are to contain, or be endorsed to contain, the following provisions for Automobile Liability, Professional Liability and Commercial General Liability insurance:

1. The Consultant's insurance coverage shall be primary insurance as respects the City. Any insurance, self-insurance, or insurance pool coverage maintained by the City shall be excess of the Consultant's insurance and shall not contribute with it.
2. The Consultant's insurance shall be endorsed to state that coverage shall not be cancelled by either party, except after thirty (30) days prior written notice by certified mail, return receipt requested, has been given to the City.

**D. Acceptability of Insurers**

Insurance is to be placed with insurers with a current A.M. Best rating of not less than A:VII.

**E. Verification of Coverage**

Consultant shall furnish the City with original certificates and a copy of the amendatory endorsements, including but not necessarily limited to the additional insured endorsement, evidencing the insurance requirements of the Consultant before commencement of the work.

**F. Claims-made Coverage**

Any policy of required insurance written on a claims-made basis shall provide coverage as to all claims arising out of the services performed under the contract and filed within three (3) years following completion of the services so to be performed.

**XI. COMPLIANCE WITH LAWS/BUSINESS LICENSE**

The Consultant shall comply with all applicable State, Federal, and City laws, ordinances, regulations, and codes. Contractor must obtain a City of Kirkland business license or otherwise comply with Kirkland Municipal Code Chapter 7.02.

**XII. FUTURE SUPPORT**

The City makes no commitment and assumes no obligations for the support of Consultant activities except as set forth in this Agreement.

**XIII. INDEPENDENT CONTRACTOR**

Consultant is and shall be at all times during the term of this Agreement an independent contractor and not an employee of the City. Consultant agrees that he is solely responsible for the payment of taxes applicable to the services performed under this Agreement and agrees to comply with all federal, state, and local laws regarding the reporting of taxes, maintenance of insurance and records, and all other requirements and obligations imposed on him as a result of his status as an independent contractor. The Consultant is responsible for providing the office space and clerical support necessary for the performance of services under this Agreement. The City shall not be responsible for withholding or otherwise deducting federal income tax or social security or for contributing to the state industrial

insurance of unemployment compensation programs or otherwise assuming the duties of an employer with respect to the Consultant, or any employee of consultant.

**XIV. EXTENT OF AGREEMENT/MODIFICATION**

This Agreement, together with all attachments and addenda, represents the entire and integrated Agreement between the parties hereto and supersedes all prior negotiations, representations, or agreements, either written or oral. This Agreement may be amended, modified, or added to only by written instrument properly signed by both parties hereto.

**XV. ADDITIONAL WORK**

The City may desire to have the Consultant perform work or render services in connection with the project other than provided for by the express intent of this contract. Any such work or services shall be considered as additional work, supplemental to this contract. Such work may include, but shall not be limited to,

\_\_\_\_\_.  
Additional work shall not proceed unless so authorized in writing by the City.

Authorized additional work will be compensated for in accordance with a written supplemental contract between the Consultant and the City.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement on the dates written below:

CONSULTANT:

CITY OF KIRKLAND:

By: \_\_\_\_\_

By: \_\_\_\_\_  
Marilynne Beard, Assistant City Manager

Date: \_\_\_\_\_

Date: \_\_\_\_\_